change, there is of course no hindrance or delay. *Coaldale Coal Co.* v. *State Bank,* 142 Pa. St. 288, 21 Atl. 811. The decision in the instant case would have been the same in all jurisdictions since the sale "was only designed to change the rights of creditors and to prevent the landlords from collecting their rent." It would seem on principle that stock is not the equivalent of chattels for the purposes of the creditors "because in practice the judgment debtor must buy in the stock at the sale, and then try to get possession of the chattels and sell them. He may or may not succeed in this without substantial delay or hindrance. That will depend upon how surely he can disregard the corporate form, which in turn depends in part upon whether he is the only shareholder, and whether there have been other debts contracted by the corporation. Even then he must have another sale."

BANKRUPTCY—PREFERENCES.—Jones obtained money from a bank on a note to which he had forged the names of indorsers; within four months prior to bankruptcy, and while he was insolvent, he procured his brother-in-law Dean, who had knowledge of the facts, to "take up" the notes, giving the latter a mortgage on all of his (Jones') property. §60b of the Bankruptcy Act provides that a transfer within four months before bankruptcy shall be voidable if the person receiving the same has reason to believe it was intended to give a preference; §67e provides that if a debtor within such period makes any transfer "with the intent and purpose on his part to hinder, delay or defraud his creditors, or any of them," it shall be rendered null and void except as to purchasers in good faith and for a fair present consideration. In the trustee's suit to set aside the mortgage, *held,* that it was not voidable as a preference under §60b, but was null and void under §67e. *Dean* v. *Davis,* 37 Sup. Ct. 130.

The mortgage was not a preference within the meaning of §60b because it was given to secure a contemporary rather than a pre-existing debt and because its effect was to prefer the bank rather than Dean. But because Jones knew that he was insolvent, that he was making a preferential payment, and that bankruptcy would result, the lower courts were justified in concluding that the intent (or obviously necessary effect) of the transfer was "to hinder, delay, or defraud creditors" within the meaning of §67e, the operation of which is much broader than §60b, and "that Dean, who knowing the facts co-operated in the bankrupt's fraudulent purpose, lacked the saving good faith." In the decision are collected other cases in which it is held that a mortgage is a fraudulent conveyance where taken as security for a loan which the lender knows is to be used to prefer favored creditors; also those holding the contrary where the lender does not know that improper payments to favored creditors are intended. *Van Idenstine* v. *National Discount Co.,* 227 U. S. 575, 582, and *Coder* v. *Arts,* 213 U. S. 223, are distinguished on the grounds that in the former case the pledgee was found to have had no knowledge of the debtor's fraudulent intent, and in the latter case it was found that the debtor had no intent to hinder, delay or defraud creditors.